AGREEMENT

BETWEEN

THE NEW BRUNSWICK ELECTRIC POWER COMMISSION

AND

LOCAL 1733

OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

A.F. OF L., C.I.O. - C.F. OF L.

OPERATIONAL NON-SUPERVISORY GROUP

JANUARY 1, 1990 - DECEMBER 31, 1991

ENERGIE NB POWER

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

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THIS AGREEMENT, made in duplicate this 13 day of March, 1990.
BETWEEN:

THE NEW BRUNSWICK ELECTRIC POWER COMMISSION OF THE PROVINCE OF NEW BRUNSWICK hereinafter called **"THE COMMISSION"** of the First Part

AND

LOCAL 1733, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS A.F. of L.C.I.O.-C.F.OF L. hereinafter at times called **"THE UNION"** of the Second Part

WHEREAS the Commission (subject at all times to all the provisions of Electric Power Act, Chapter 41 of Statutes of New Brunswick, 1961-62) is generating, transmitting and distributing electrical energy and in connection therewith has in its employ a large number of employees, many of whom are members of Local 1733.

WHEREAS, the parties hereto consider it to be their joint obligation to endeavour to provide continuous, adequate electrical service to the public at all times, and,

WHEREAS, the parties hereto are desirous of establishing:

(1) Orderly collective bargaining relations

(2) A procedure for the prompt and equitable handling of grievances without interruption of work

(3) Working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement

NOW THEREFORE, it is agreed between the parties hereto:

ARTICLE I

RECOGNITION

1.01 The Commission recognizes Local Union 1733 of The International Brotherhood of Electrical Workers as the exclusive bargaining agent for all employees to whom New Brunswick Certification Order Number 024 PC 5b applies.

The wages, hours of work and conditions of employment of new classifications created within the bargaining unit, the elimination of job functions, and the wages for existing classifications, where a significant increase in responsibilities results from an expansion of assigned duties, shall be established only after meaningful consultation with the Union and shall become part of this Agreement.

Both parties recognize that casual and temporary employees with less than six (6) months continuous employment in the latest term of employment, are precluded by the present provisions of the Public Service Labour Relations Act from acquiring any status or rights with respect to this Collective Agreement.

1.02 The Commission shall have printed a sufficient number of English and French copies of this Collective Agreement so that each employee in the bargaining unit may have a copy in the language of his or her choice. It is understood, however, that whenever a question of interpretation or application of this Agreement arises, the English version shall prevail.

1.03 DEFINITIONS OF EMPLOYEE

In this Agreement:

1.03 a) "Casual Employee" means a person who is hired for a relatively short period of time, usually, but not necessarily less than six (6) months, to supplement regular staff. When employed for six (6) months they will be re-classified to "temporary".

b) "Temporary Employee" means a person who is hired for a specific job or jobs, usually of longer duration than six (6) months, but the need for such job is temporary.

c) "Regular Employee" means a person who has undergone a period of probation and has been appointed to fill a complement position.

d) "Probationary Employee" means a person who is hired for regular position and is undergoing an initial probation period following hire. The probation period will normally be six (6) months.

1.04 GENDER

Whenever the masculine gender is used in this collective agreement, it shall refer equally to the feminine gender.

ARTICLE II

RIGHTS OF THE EMPLOYER

2.01 The Commission retains the exclusive rights to manage its operation in every respect except in so far as these rights may be expressly restricted by the terms of this Agreement.

The terms of any prior Collective Agreement between the parties will have no relevance in respect to the interpretation of application of the foregoing.

Nothing in the above shall override the grievance procedure or restrict in any way the right to grieve.

ARTICLE III

UNION MEMBERSHIP

3.01 a) All employees included in the classification enumerated in Appendix "A" who have been continuously employed for six months and who are members of the Union on the date hereof shall, as a condition of employment, maintain such membership for the duration of the Agreement.

b) Employees who are not members on the date hereof and who have been continuously employed for six months but who subsequently become members shall, as a condition of employment, maintain membership for the duration of the Agreement.

c) Newly hired casual or temporary employees who are included in a classification enumerated in Appendix "A" shall after six months of appoint-ment to such classification as a condition of employment become members and maintain membership for the duration of the Agreement.

d) Newly hired probationary employees or existing employees who become included in a classification enumerated in Appendix "A" shall after one month of appointment to such classification as a condition of employment become members and maintain membership for the duration of the Agreement.

e) The Commission will advise the Business Manager of new hires within Appendix "A" classifications and the assigned location.

3.02 UNION DUES

3.02 a) The Commission shall deduct from the bi-weekly wages of each employee who qualifies for such deduction, an amount equivalent to bi-weekly Union Dues.

Employees appointed to Appendix "A" classifications qualify for deduction:-

i) In the case of Probationary or Regular employees, in the first full pay period following employment.

ii) In the case of Casual or Temporary employees, in the first full pay period following six (6) months continuous employment.

iii) In either case (i) or (ii) for such time thereafter as the employee remains employed in an Appendix "A" classification.

b) The Union shall notify the Commission in writing the amount currently specified in its By-Laws for dues and the name of the person designated to receive monies deducted.

c) The Commission will collect dues from the first full pay period and remit same within 10 working days of the pay date for each period and supply a list of names of the employees involved. Such list will identify employees for whom deductions have:

i) ceased because of participation in maternity or adoption leave, long term disability, transfer from the bargaining unit or termination.

or

ii) begun because of return from maternity or adoption leave, long term disability, transfer into the bargaining unit, or new employment.

d) The Union agrees to indemnify and save the Commission harmless from any liability or action arising out of the operation of this Article.

e) The Commission will provide once yearly a list of employees in Appendix "A" classifications with addresses.

ARTICLE IV

UNION OFFICIALS

4.01 The Business Manager shall have access to Commission property in the performance of his duties in servicing this Agreement providing he had made prior arrangements through the Personnel Division which are acceptable to the Commission.

4.02 The Commission agrees to recognize Shop Stevards and to allow employees serving as Shop Stevards sufficient time during regular working hours to prepare and present grievances within their jurisdiction, providing such activities do not unreasonably interfere with their work. When required, the Unit Chairman may be present at the presentation of grievances at and above the second level.

4.03 The Commission agrees to pay up to five employees, who are members of the Union Negotiating Committee, for time spent negotiating a new contract with the Commission during their normal work day. Under no circumstances will premium time be paid to the members of this committee. The Commission shall not be obliged to pay for time spent in conciliation, arbitration or adjudication. One (1) caucus day will be allowed immediately prior to each negotiating session, and will be considered as a day of negotiations.

4.04 a) When five days' notice has been given and a replacement is available the Commission will allow Union Executive officers a maximum of six non-paid days absence, per calendar year, from their work to attend regularly scheduled Union Executive meetings.

b) The Union shall advise the Commission in writing the names of the current Business Manager, Union Executive Officers and Shop Stewards.

ARTICLE V

NO STRIKE OR LOCKOUT

5.01 In conformity with the Public Service Labour Relations Act there shall be no strike(s) or lockout(s) during the life of this Agreement.

ARTICLE VI

UNFAIR PRACTICES

6.01 There shall be no discrimination against any employee because of color, creed, sex national origin or political affiliation.

6.02 There shall be no discrimination against any employee by reason of any lawful Union activity. However, Union activities will not be conducted on Commission premises or during working hours except as expressly allowed elsewhere in this Agreement.

6.03 Nothing in this Agreement shall be interpreted to affect the right of the commission to transfer employees. However, subject operating requirements, volunteers will be sought prior to the Commission's selecting employees for transfer.

ARTICLE VII

DISCIPLINE AND DISCHARGE

7.01 Discipline, suspension, demotion or discharge of any employee shall be for just and sufficient cause.

7.02 When an employee's grievance relates to disciplinary action resulting in discharge, suspension, or financial penalty it may be referred directly to the second level within five (5) days after the alleged grievance has arisen.

7.03 An employee shall be provided with a copy of any disciplinary letter or letter or reprimand placed in the employee's file. Such letter shall be removed from the employee's file and shall not be referred to or used against the employee after twenty four (24) months, providing the employee does not commit another infraction of similar nature during that period. A written reply by the employee will also be placed on his file.

7.04 When an employee is summoned to a disciplinary interview that could lead to disciplinary suspension or discharge, the employee has the right to Union representation.

7.05 The newly hired probationary employee shall have no right to grieve termination of his employment during the probation period. He shall, however have the right to grieve on other matters. The Union will be advised of such termination of employment and the circumstances motivating that decision will be revieved with the Union.

ARTICLE VIII

WAGES

8.01 GENERAL

8.01 a) Wages of all employees covered by this Agreement shall be those appearing on Appendix "A" attached hereto and which forms part of this Agreement. However, any employee who is covered by this Agreement and who is now receiving greater wages than set out in Appendix "A" shall not be reduced to the above scale.

b) It is recognized that the hourly rates shown in Appendix "A" reflect the following:

i) effective 90-01-01 an increase of 6 1/2% less three (3) cents per hour for the Union Education Fund and seven (7) cents per hour for dental plan coverage.

ii) effective 91-01-01 an increase of 6 1/2% less three (3) cents per hour for the Union Education Fund and seven (7) cents per hour for dental plan coverage.

c) The Commission agrees to remit to the Union on a quarterly basis the above noted three (3) cents per hour for all regular and overtime hours worked. Remittance for overtime hours shall be at straight time and banked time shall be paid as it is put in the bank. It is understood that these remittances are to be used by the Union for purposes of membership education.

d) When due to re-evaluation of a job classification or reorganization, and employee is assigned to a classification with a salary which is lower than the employee's current rate of pay, the employee's salary shall be frozen for a period of two (2) years or until such time as the rate of pay for the new classification reaches the employee's salary, whichever comes first. If after the two year period, the employee's salary is still above that of his new classification, the employee's salary shall be immediately reduced by twenty-five (25%) percent of the difference between the two rates, and then reduced in equal parts at six month intervals over the next two (2) years in order to bring the employee's wage rate to that of his new classification.

e) In any case where an employee with at least 25 years service is unable, for bona fide medical reasons, to carry out the duties and responsibilities of his position and is therefore reassigned to a lower paying classification, the following shall apply with respect to salary:

i) the employee may elect to maintain the wage level of his former classification, including all increases applicable to the classification, until such time as the employee reaches the age of eligibility for an immediate pension under the provisions of the Public Service Superannuation Act. If at that time the employee chooses not to retire, his salary shall immediately be reduced to the appropriate level for his present classification; or

ii) the employee may elect to have his wage level frozen for a period of two (2) years or until such time as the rate of pay for his new classification reaches that of his former classification, whichever occurs first. If after the two year period the employee's wage rate is still above that of his new classification, his wage rate shall be immediately reduced by twenty-five (25%) percent of the difference between the two rates and then reduced in equal parts at six month intervals over the next two (2) years in order to bring the employee's wage rate to that of his new classification.

8.01 f) When a regular or temporary employee is overpaid Commission will not deduct more than 20% of the employee's gross pay per month to recover such overpayment except:-

i) in case of last pay
ii) when recovering third party reimbursements
iii) when overpayment is a result of third party contribution such as Canada Manpower allowances or Worker's Compensation.

8.02 APPRENTICESHIP TRAINING

8.02 a) An employee enrolled in the Apprenticeship Training Plan shall, on receipt of certification from the Department of Labour, progress to the first level of trade certification (e.g. Fireman "A", Year 1, Lineman 1st Class, Year 1, etc.) and shall receive the wages indicated in the Appendix "A" for that classification. However, no employee shall be denied the wages of that classification if his certification is held up because of the Commission's inability to allow the required experience or training.

b) When Certified Lineman "A" are given the opportunity to take the Utility Lineman's Course, they shall suffer no reduction in salary.

c) i) An employee indentured in NB Power training program will receive the full rate for Lineman Certified "A" after one (1) year of accumulated time from certification date.

ii) A new hired in the classification of Lineman Certified "A" will be paid the full rate upon demonstrated ability, otherwise he will be paid at the rate of Lineman Certified "A" year one.

8.03 PAY PERIODS

8.03 a) Employees will be paid at the appropriate hourly rate on a bi-weekly presented payroll basis. Deductions for Federal Government, Provincial Superannuation and Union Dues will be made against all pay periods. All other deductions will be made on the basis of two pay periods per month. In other words, in the months in which there are three pay days one pay day will not have these deductions. Both parties recognize that some shift workers work a closed shift cycle with the result that actual hours worked per pay period may fluctuate. Consequently balancing of payment for hours worked must take place to maintain the operation of the presented payroll system.

b) Employees may arrange with their supervisor to have cheques mailed from their headquarters to another location. Thursday of he week in which pay is due shall be considered pay day for the employees in the bargaining unit.

c) The Commission intends to have pay cheques at the employee's headquarters on pay day and in the case of employees in the Engineering and Construction Division who are involved in transmission and terminal construction, to have pay cheques at the job site on pay day. However, both parties recognize and accept that delay may result from incident such as storms or failure of the public carrier involved.

8.04 a) RELIEVING PAY IN APPENDIX "A" POSITIONS

i) A qualified employee under Appendix "A" who on instruction by the Commission relieves in a higher paying position under Appendix "A" for a continuous period of four (4) hours or more, shall receive the higher rate for all time worked in the higher position.

ii) Overtime shall be paid on the relieving rate.

iii) The provisions of this sub-article shall only apply to employees relieving positions above the first level of certification, e.g. Serviceman "B", Serviceman "A", Turbine Engineer, Unit Operator, etc.

iv) An employee will be considered to be relieving when he fills a position to which the incumbent is expected to return or one that has become vacant and is open for bid.

b) RELIEVING PAY IN SUPERVISORY POSITIONS OUTSIDE OF THIS AGREEMENT

i) An employee under Appendix "A" and relieving in a supervisory position, shall be paid an additional 10% on his regular rate of pay for the period he is required to relieve, providing his hourly rate of pay in relieving position does not exceed the hourly equivalent of the maximum salary position being relieved.

ii) Notwithstanding the provisions of sub-section 8.04 a) and b) of this Article when the difference between maximum salary of the relieved position and his regular rate of pay is less than 8% in 8.04 a) and 10% in 8.04 b) the employee shall be paid the difference (if any) between the regular rate and the maximum salary of relieving position.

iii) An employee covered by this Agreement who is under a Training Program will not work outside his trade without proper supervision.

8.04 c) Subject to operating requirements an employee may, if he has a bona fide reason, decline a relieving assignment.

8.05 LEAD HAND PAY

An employee who on instruction by the Commission performs as a Lead Hand, in a Lead position not already covered in Appendix "A", shall be paid an additional 6% on his regular rate of pay for all time spent in the lead function.

8.06 DIRECT BANK DEPOSIT

All nev hires shall, as a condition of employment, go on the Direct Bank Deposit System. Employees who are currently on or who subsequent to the signing of this Agreement elect to go on the Direct Bank Deposit System will not be entitled to opt out of the System.

ARTICLE IX

HOURS OF WORK

9.01 GENERAL

For all employees the regular work day shall be from midnight to the following midnight. The introduction and elimination of daylight saving will not be considered as other than a normal day.

Notwithstanding anything contained in this Article, normal hours may be varied, within the limits of the work week, by mutual agreement. In such cases, the varied hours shall be considered as normal.

9.02 WINTER STORM

It is recognized that despite their best efforts, some employees may be unable to report to work on time because of blocked highways. In such cases the employee shall notify his or her supervisor, if possible, of his or her difficulty and providing the employee arrives at work within two (2) hours of scheduled start time, the employee shall suffer no reduction from regular pay. Should the employee arrive at work after this two (2) hour period, pay shall be for time actually worked.

9.03 ALTERED HOURS

Refer to Section 9.11 b)

9.04 SHIFT DIFFERENTIAL

9.04 a) A shift differential of 55 cents per hour shall be paid to shift employees for time worked between the hours of 16:00 and 24:00 hrs.

b) A shift differential of 65 cents per hour shall be paid to shift employees for time worked between the hours of 00:00 and 08:00 hrs.

c) The appropriate shift differential shall be paid for the first 8 hours of each scheduled shift on any regular scheduled day of work. However, the shift differential will not be paid for overtime work or for hours paid at overtime rates.

d) Where normal hours of work for shift employees vary from those described in a) or b) above, a shift differential premium reflecting the prevailing rates shall apply.

e) Effective on January 1st 1991 the shift differential rates will be as follow:

i) between 16:00 and 24:00 hrs 65 cents per hour,
ii) between 00:00 and 08:00 hrs 75 cents per hour.

9.05 WORK BREAK

9.05 a) Plant and office employees shall be entitled to a ten (10) minute work break in the first half and second half of each scheduled work day at the time designated by the Commission.

b) Field employees are entitled to a ten (10) minute work break, in both the morning and afternoon of each scheduled work day, to be taken at or en route to the work site between 09:30 hrs and 10:30 hrs and between 14:30 hrs and 15:30 hrs. Deviation from these times and locations or work breaks shall be left to the discretion of the lead hand in a work crew, on the understanding that the lead hand will be held accountable for ensuring that any such deviations are warranted by operating requirements.

9.06 to 9.09 numbers not used.

9.10 DISTRIBUTION FIELD EMPLOYEES

The normal hours of work shall be 8 hours per day from 08:00 hrs to 12:00 hrs and 12:30 hrs. to 16:30 hrs., Monday through Friday resulting in a 40 hour week.

9.11 a) NON-SHIFT WORKERS (excepting Distribution Field employees)

The normal work day shall be 8 hours, from 8:00 to 12:00 and from 13:00 to 17:00.

The normal work week shall be 40 hours, Monday through Friday.

Summer Hours - During the period when Daylight Saving Time is in effect normal hours of work for employees will be 08:00 to 12:00 and 12:30 to 16:30.

b) With the understanding that any five consecutive days, Monday to Sunday inclusive, of eight consecutive hours, excluding lunch periods, shall constitute a work week, the Commission reserves the right to alter normal hours and days but shall be required to pay premium time at the following rates for all time worked outside the defined normal hours or days.

i) Monday through Friday - Double Time,
ii) Saturday, Sunday, Statutory Holidays - Double Time.

c) The above rules for altered hours shall not apply to one day situations. One day situations will be dealt with in context with the overtime and rest period clauses.

d) In no case will an employee be required to revert back to normal hours without 8 hours rest and any time lost to accommodate this rest period shall be paid time.

e) The Commission agrees to provide as much notice as possible prior to altering hours.

9.12 a) SHIFT WORKERS

WHERE 3 SHIFTS 7 DAY WORK WEEK NORMALLY PREVAILS

The normal work day shall be 8 hours. The normal schedule of work shall consist of consecutive 25 day cycles. Each 25 day cycle shall consist of 5 days of work from 00:00 hrs. to 08:00 hrs., 5 days of work from 08:00 hrs. to 16:00 hrs. and 5 days of work from 16:00 hrs. to 24:00 hrs., followed by 10 non-worked days. Vacation for employees entitled to three weeks is included in the granted time off resulting from this work schedule.

b) WHERE 2 SHIFTS 7 DAY WORK WEEK NORMALLY PREVAILS

The normal work day shall be 8 hours. The normal schedule of work shall consist of consecutive 21 day cycles. Each 21 day cycle shall consist of 7 days of work from 08:00 hrs. to 16:00 hrs. nd 7 days of work from 16:00 hrs. to 24:00 hrs., followed by 7 consecutive non-worked days.

In addition, vacation will be granted at such time requested by the employee providing such time does not interfere with job requirements. Vacation days will replace scheduled work days so that the overall schedule is not disrupted.

c) WHERE 2 SHIFTS 5 DAY WORK WEEK NORMALLY PREVAILS

The normal work day shall be 8 hours. The normal schedule of work will consist of alternate weeks of 08:00 hrs. to 16:00 hrs. and 16:00 hrs. to 24:00 hrs. shifts with Saturdays and Sundays off.

d) WHERE 3 SHIFTS 5 DAY WORK WEEK NORMALLY PREVAILS

The normal workday shall be 8 hours, Monday to Friday inclusive. The normal schedule of work will be 08:00 hrs. to 17:00 hrs. - 16:00 hrs. to 24:00 hrs. - 24:00 hrs. to 08:00 hrs., shifts with Saturday and Sunday off.

Where this schedule is implemented for maintenance workers, all maintenance workers shall rotate through the shifts on a 4-week basis as their tour of shift duty falls due.

The maximum number of maintenance workers on the 16:00 hrs. to 24:00 hrs., and 24:00 hrs. to 08:00 hrs. shift will be two per shift. Additional maintenance workers required on these shifts will be paid in accordance with Article X, Overtime or sub section 9.11 b).

9.12 e) CHANGES IN THE SHIFT SCHEDULE

i) The Shift Supervisor may change individual employees within the work schedule for the purpose of strengthening shifts providing a minimum of 7 days notice is given. The intention is that such changes shall normally be of a permanent nature and no premium time will be paid because of such change, except when excess hours or days are worked over his regular cycle to accomplish such change.

ii) Employees may be changed from one shift to another within the shift cycle providing the overall cycle is not altered in time and such change shall be regarded as normal.

iii) When shift workers are required to temporarily work hours normally worked by non-shift workers, they must be granted the equivalent of that amount of time off within the cycle the shift worker would have received had he followed his normal cycle and in such cases no premium time shall be paid.

However, Apprentices may be required to work a five day week on any of the three shifts with Saturday, Sunday and Statutory Holidays off. In such cases, the additional time off required may be granted within an equivalent cycle or allowed to accumulate and be granted as would be the case for vacation for day workers.

iv) When shift schedule change for an employee is as a result of that employee's success on a Job Bid, entitlement to time off, to overtime pay, or the requirement to work extra time will be calculated on a pro-rata basis.

9.13 OTHERS

Certain classifications, because of the requirement of the job, work hours other than those defined elsewhere in this Article. Typical examples are Janitors, Cleaners, Utilitymen, Security Guides and Coal Handling Crews. For such classifications, 8 hours per day and 40 hours per week shall constitute normal work hours and the specific schedules determined by the Commission. However, normal work hours shall not be changed to circumvent overtime.

ARTICLE X

OVERTIME

10.01 GENERAL

Overtime will not be paid for time worked during the normal working hours defined in Article IX. Employees are required to report for work appropriately dressed and to remain in attendance so dressed for the duration of the work assignment and no payment will be made for time spent changing into or out of clothing or accessory equipment.

10.02 MINIMUM PERIOD OF OVERTIME AND CANCELLATION OF OVERTIME

10.02 a) When an employee is requested to work overtime, except between 12:00 Noon and 1:00 P.M., he shall receive not less than one half hour at the prevailing rate.

b) Where overtime which was scheduled for a Saturday, Sunday or Holiday is canceled, employees who had been scheduled to work the overtime shall receive two (2) hours pay at straight time, unless the employee had been notified, verbally or in writing, of such cancellation prior to 00:01 hour on Friday or prior to 00:01 on the last working day before the Holiday.

c) Upon completion of an assignment to work unscheduled extension overtime, an employee will be provided with transportatin to his home if necessary.

10.03 NOON HOUR WORK

An employee requested to work during the noon break on a scheduled work day, shall be paid double time for time actually worked. If the employee is not allowed 20 minutes during the noon break to eat, he shall be allowed 20 minutes as close to the end of the noon break as is possible with no loss in pay. When time allowed to eat is prior to the end of the break additional time granted shall be sufficient to bring the total to 20 minutes.

10.04 PERIOD OF REST

All non-shift workers who are required to work overtime between the hours of 23:00 hrs. to 08:00 hrs. and who are scheduled to work 08:00 hrs. to 16:30 hrs. the same day, shall be entitled to a period of rest without loss of regular pay under the following circumstances:

10.04 a) A minimum of three (3) call outs between 23:00 hrs and 08:00 hrs, - off until 16:30 hrs the same day

10.04 b) A minimum of five (5) hours worked between 23:00 hrs. and 08:00 hrs, - off until 16:30 hrs. the same day

c) Employees exercising their entitlement to paid rest under the terms of this Article, will ensure that their Supervisor is made avare of their intended absence. Notification may be made through Distribution Operations Center or Plant Shift Supervisor.

10.05 BANKING OF OVERTIME

10.05 a) An employee may elect not to receive pay for overtime worked including on call pay and have such overtime hours credited, at premium rates, to a bank for later time off (e.g. employee works 8 hours at time and one half - credit in bank is twelve (12) hours - time off entitlement is twelve (12) hours. Alternatively an employee who is on "Direct Payroll Deposit" may elect to transfer such overtime pay to any Registered Retirement Savings Plan (RRSP) selected by the Union for this purpose and included in the payroll system by the Commission.

b) Total eligible time off entered in the bank shall not exceed forty (40) hours in any calendar year. For employees working twelve hours shift schedule the limit shall not exceed four (4) days per calendar year.

c) Unused bank time credits at year end will be canceled by payment or transferred to an RRSP.

d) Withdraval from the bank will not take precedence over scheduled vacation.

e) The employee and the Supervisor must agree when time off is to be taken. The employee must give a minimum of twenty-four (24) hour notice. The supervisor may vaive the notice requirement in exceptional circumstances.

f) In the case of shift vorkers, time off will not be granted if it involves replacement at overtime rates.

g) The earliest that a request for banked time off will be confirmed is nine (9) working days before the time off is to be taken. In exceptional circumstances, outside of the prime time vacation period, the nine (9) day confirmation provision may be vaived. In such cases the employee shall make his request in vriting to his Manager. In the case of non-shift vorkers, requests for time off will be considered on first come, first served basis and will be contingent on vork requirement. The employee will have the option to charge the time off against bank time credits or vacation credits.

h) For the purpose of this Article, prime time vacation period is defined as the months of July and August, the moose hunting season, and the Christmas week.

LETTER OF AGREEMENT CONCERNING BANKING OF OVERTIME

Since the introduction of the bank time provision in our collective agreement, we have departed from the initial intent by inconsistent application of this provision throughout the Commission. As a result there was loss of productivity, confusion and tension between the employees and their supervisor. In order to deal with the above problems some measures or rules were applied to regulate bank time off. Some of these rules were as follow:

- maximum of 8 hour off at any given request,
- not to supplement or replace vacation,
- limited to short term, non-routine needs,
- not to extend long week-end,
- not applicable at time of overhaul,
- not applicable when customer service criteria not being met.

With the introduction of the 5 day cap, we undertook to revise the application of bank time, to provide for consistency of application and make it fair to everyone. To ensure consistency of application requires the rules to be realistic, well enunciated and supported by both parties. To be fair to everyone requires to provide a realistic opportunity to benefit from bank time off while not interfering with other employees scheduled vacation.

The new application for request of bank time off will be subject to two basic rules:

- contingent on **WORK REQUIREMENT**,
- will not take precedence over **SCHEDULED VACATION**.

WORK REQUIREMENT will not normally permit the granting of time off at time of maximum effort overhauls for Plant Operations; similarly when a District encounters a period when our customer service commitment is adversely affected, the same guidelines would apply. Finally if work requirement is such that maximum effort is required through overtime scheduling, then the same guidelines will apply.

SCHEDULED VACATION is given top priority. When the maximum allowable number of employees are out on scheduled vacation, bank time requests will not normally be granted. The various Divisions and Areas of the Commission have established procedures to deal with scheduled vacation and and the terms and conditions set out in this document are not intended to interfere with these practices.

APPLICATION

The initial intent and the previous rules regulating requests for bank time off are being rescinded. Requests for bank time off and unscheduled vacation will be given the same consideration. These requests will be handled on a first come first served basis. Subject to the rules mentioned above, every effort will be made to grant the employee time off at the time of his choice and the employee will have the option to charge the time off against bank time credits or vacation credits; this option is not extended to an employee who is on time off due to scheduled vacation, i.e. scheduled vacation day cannot be converted to banked time.

10.06 OVERTIME RATES

10.06 a) NON-SHIFT WORKERS

For all work outside of the normal hours defined in Article 9, and with the exception of altered hours situations which are covered in Article 9.11 b), pay shall be as follows:

i) Monday through Friday between 16:30 hours and 22:00 hours
- time and one half

ii) Monday through Friday between 22:00 hours and 08:00 hours
- double time

iii) Saturday, Sunday
- double time

iv) Statutory Holiday
- double time in addition to normal day's pay

v) Call out
- double time

10.06 b) SHIFT WORKERS

For all time worked outside the normal hours of work defined in Article IX, with the exception of altered hours situations which are covered in Article 9.11 b), pay shall be as follows:

i) Monday through Friday between 08:00 hrs. and 22:00 hrs.
- time and one half

ii) Monday through Friday between 22:00 hrs. and 08:00 hrs.
- double time

iii) Saturday, Sunday
- double time

iv) Statutory Holiday
- double time in addition to normal day's pay

c) Notwithstanding section 10.06 b), double time rate shall be paid to shift workers for all overtime hours worked on the following days:

i) 15 on / 10 off schedule
the two first days of time off and
the three last days of time off.

ii) 5 on / 5 off - 5 on / 10 off schedule
one day at each end of first time off sequence.
two days at each end of second time off sequence.

iii) 4 on / 4 off - 4 on / 8 off schedule
one day at each end of first time off sequence.
the first and last two days of second time off sequence.

iv) 3 on / 3 off - 3 on / 6 off schedule
one day at each end of both time off sequences.

10.07 CALL OUT

When called for work outside his scheduled work hours for that day, the employee shall receive not less than two (2) hours pay at the prevailing overtime rate. Each call out shall count as a separate call out with a minimum of two (2) hours pay at the prevailing overtime rate. However, when an employee is on a call out and is required to perform other tasks before returning home, he shall be credited with only one call out. Call out time shall be calculated from the time an employee reports for duty at his headquarters until he completed such duty and returns to his headquarters. For the purpose of such calculation, a service truck kept at an employee's home will be considered headquarters. Should an employee work continuously with his shift either after normal quitting time or before normal starting time, the employee shall be paid at the prevailing overtime rate for such extra time and this time shall not count as a call out. Work during noon hour shall not count as a call out, but shall be paid in accordance with section 10.03.

10.08 ON CALL

The Commission agrees to pay at straight time employees whose names appear on the regular weekly cycle "on call" roster, or who are otherwise designated as being on call as follows:-

(a) During the period:

	End of Scheduled Work			Beginning of Scheduled Work	Scheduled On Call Week	Supplementary On Call Per Period
Monday	"	to	Tuesday	"	1 Hour	3 Hours
Tuesday	"	to	Wednesday	"	1 Hour	3 Hours
Wednesday	"	to	Thursday	"	1 Hour	3 Hours
Thursday	"	to	Friday	"	1 Hour	3 Hours
Friday	"	to	Saturday	08:00	2 Hours	4 Hours
Saturday	08:00	to	Sunday	08:00	2 Hours	4 Hours
Sunday	08:00	to	Beginning of Scheduled Work		2 Hours	4 Hours

10.08 b) An employee who is unable to complete his weekly cycle of "on call" will be paid on a pro rata basis for the actual periods worked. His replacement will be paid for a maximum of two (2) days at the scheduled on call rate plus one (1) hour per day for each of the two (2) days. Should he be required to work in excess of two (2) days, the days in excess of the two (2) days will be paid at the regular rate for scheduled on call. (i.e. total compensation paid will not exceed twelve (12) hours for the seven (7) day period.

c) If an employee is placed on regular on call roster more frequently than seven (7) days in twenty-one (21) he shall be paid an additional three (3) hours pay for such scheduled duty. This provision will not apply to short term replacement as anticipated in (b) above.

d) Employees "on call" shall keep themselves readily available. Employees wishing to be relieved of on call (except in the case of sickness) must arrange for a replacement approved by the Supervisor.

e) Paging devices will be made available for employees who are on the regular on call roster.

f) Where employees are placed on a "supplementary on call roster" for periods of less than one (1) week, they will be paid on a pro rata basis for each period as outlined in this Article.

g) Distribution Operating Centre will be responsible to ensure that trouble calls are responded to in the shortest possible time by utilizing available manpower resources. Where a trouble call is from an area served by an outlying Customer Serviceman, the Distribution Operating Centre will contact this Customer Serviceman who is to respond if available.

h) Subject to the following, all qualified District employees shall serve on the on-call roster and shall take first call in turn:

i) where there are sufficient qualified employees in a District to make up a roster with a maximum frequency of one week in six on call, an employee who is fifty (50) years of age or more shall have the option of being removed from the roster for a period of one year. The employee with the greatest service shall have preference regarding this option and so on in decreasing order of service. This process shall be repeated annually and applications for removal from the roster must be received not later than December 1 of each year.

ii) The Commission reserves the right to place any employee who has exercised this option on supplementary on-call to meet a short term need, or to return the employee to the regular on-call roster in order to maintain one in six frequency.

iii) Customer Servicemen assigned to outlying areas shall not be eligible for removal from the regular on-call roster.

iv) Subject to operating requirements, Customer Servicemen assigned to outlying areas shall not appear on the roster as first man on-call.

10.08 i) Employees on "on-call" duty shall be paid an additional one (1) hour at straight time for each Statutory Holiday on which the employee is "on-call".

10.09 SHIFT TURNOVER

Both Parties recognize that an exchange of information is required on shift turnover. It is further recognized that the time required for this exchange of information does not qualify for payment except in abnormal circumstances, when overtime provisions apply.

10.10 HEIGHT PREMIUM

10.10 a) When an employee works at height of 60 feet (18.3 meters) or over from the ground on Transmission & Communications Structures he shall receive an additional amount of $16.68 each day on which work is performed.

b) Effective January 1st 1991 the amount stipulated in a) above will increase to $17.78.

c) This premium shall not apply to employees working out of aerial buckets.

ARTICLE XI

MEAL ALLOWANCE DURING OVERTIME WORK

11.01 DEFINITIONS (for the purpose of this Article only)

11.01 a) Normal Work Day means the normal work day as defined in this Agreement or such work day as is substituted therefore in keeping with the terms of this Agreement.

b) Extension Overtime means overtime work performed at the conclusion of and continuous with the Normal Work Day.

c) Scheduled Overtime means overtime work performed on other than a Normal Work Day (i.e. Scheduled day off) and for which the employee has received 12 hours or more notice prior to the Commencement thereof. Failure to provide 12 or more hours notice will result in the overtime being classed as Call-Out Overtime, except in the following circumstances:

i) The above requirement for notice shall not apply in the case of a shift worker covering absenteeism where notice given is contingent on notice received. Overtime work performed on other than a Normal Work Day by a shift worker to replace an absent fellow employee shall be classed as Scheduled Overtime irrespective of notice given.

d) Call-Out Overtime means overtime work performed other than Extension overtime, Scheduled Overtime or Other Overtime situations as described in sub-section 11.04 e).

11.02 SATISFACTION OF ENTITLEMENT

The Commission's obligation in respect to a meal allowance shall be discharged by:-

11.02 a) Provision of a meal up to the rate below, or

b) Payment in lieu at the rate below

Meal rates - $10.25
- effective January 1, 1991 - $10.50

11.03 MEAL BREAKS

When entitlement to a meal allowance is reached and a meal is consumed on the job, a twenty (20) minute paid break will be allowed. However, in calculating entitlement to a meal allowance, the twenty (20) minute paid break shall not count as overtime work.

11.04 ENTITLEMENT TO MEAL ALLOWANCE

11.04 a) GENERAL

The provision of meals or payment in lieu shall apply only during continuing overtime, no meal or payment in lieu shall be provided at the conclusion of overtime.

b) DURING EXTENSION OVERTIME

i) 1st meal allowance - when overtime work exceeds 2 hours
However, when Extension Overtime work can reasonably be expected to exceed 2 hours, the 1st meal allowance may be advanced to the conclusion of the Normal Work Day.

ii) In any event when the Extension Overtime work exceeds 2 hours the following shall apply:
- 2nd meal allowance - when overtime work exceeds 4 hours
- 3rd meal allowance - when overtime work exceeds 8 hours

iii) When a shift employee is called in to work prior to commencement of his regular shift he will be considered to be working extension overtime and will be entitled to an overtime meal. If he was given insufficient time to prepare for his normal mid shift meal he will also be entitled to an overtime meal for that period.

c) DURING SCHEDULED OVERTIME

i) 1st meal allowance - when overtime work exceeds 8 hours
2nd meal allowance - when overtime work exceeds 12 hours
3rd meal allowance - when overtime work exceeds 16 hours

ii) A twenty (20) minute paid break will be allowed when overtime work exceeds four (4) hours to allow an employee to consume the lunch he or she has provided and for which no allowance is payable. This twenty (20) minute paid break shall not count as overtime work when calculating entitlement to meal allowance.

d) DURING CALL-OUT OVERTIME

1st meal allowance - when overtime work exceeds 4 hours
2nd meal allowance - when overtime work exceeds 8 hours
3rd meal allowance - when overtime work exceeds 12 hours

11.04 e) OTHER OVERTIME SITUATIONS

An employee required to work overtime prior to 7:00 a.m., who has not been given time to eat at home and whose work continues into the Normal Work Day, shall be entitled to a meal allowance and one hour without loss in pay to procure and eat a meal to be taken as near as possible to the commencement of the Normal Work Day. An additional meal allowance will accrue at noontime but, not withstanding sub section 11.03 there shall be no entitlement to a paid break.

f) When a line trade employee responds to a trouble call after 7:00 a.m. and continues working into his normal work day, he will be provided with one meal allowance.

11.05 The undermentioned benefit shall be in accordance with Commission Policy: Board and Lodging.

ARTICLE XII

TRAVELING

12.01 a) Time spent in travel between headquarters and the work site, or between a report point designated by the Commission and the work site, at the commencement and termination of each day's work shall be paid for as time worked. Report point designation will not apply to lineman in the Districts who are subject to on-call duty.

b) Time spent outside or beyond the normal or altered hours of work as a result of bids or interview shall not be considered overtime work and shall be non-paid time. However, when extended travel as a result of bids or interviews is involved, and when scheduling permits, all or part of travel time will be allowed during the normal day.

c) When travel time outside the normal hours as a result of training exceeds one half hour, all such travel time shall be paid at straight time. The Commission agrees to make every reasonable effort to schedule training so as to maximize travel during regular working hours.

12.02 When a plant employee is required to work at a location other than his regular Headquarters and as a result must travel further than the distance between his home and his regular headquarters, he shall be compensated for the extra car mileage at the rate alloved by Commission policy.

12.03 TRAVEL ALLOVANCE

12.03 a) Provisions respecting Travel Allovance for employees of the Construction and Maintenance Division are defined by Letter of Agreement taking effect at the date of signing of the Collective Agreement. The rate for those who qualify for travel allovance is 12 cents per kilometer. An additional 8 cents per kilometer will be paid to compensate for travel time and cost of meals.

b) The Commission agrees to provide a travelling Allovance to all other employees of 24¢ per kilometer for one return trip from working location to Headquarters, providing he works beyond thirty (30) miles (48 kilometers) from Headquarters, for each period of two consecutive veeks. The above mentioned period of two consecutive veeks shall be deemed to commence following the trip when transportation was last provided by the Commission. Such trips shall be on the employee's time.

12.04 TRAVEL IN LIEU OF BOARD

12.04 a) The rate for travel in lieu of board is $29.00 per day.

b) Effective January 1st 1991 the rate will increase to $30.00 per day.

12.05 Employees who are interchanged on a temporary basis between Coleson Cove and Courtenay Bay Plants, will be compensated for any extra mileage and/or time incurred at the rate of thirteen ($13.00) dollars per day.

ARTICLE XIII

SICK AND SPECIAL LEAVE

13.01 PURPOSE

The provision of short term sick leave is for the sole purpose of insuring the employee of continuing income during periods of his or her bona fide sickness.

13.02 MEDICAL AND DENTAL APPOINTMENTS

Employees shall make every effort to schedule medical and dental appointments outside working hours. Where this is not possible, appointments shall be made so as to minimize absence from work and disruption of the work day. All absences from work due to medical and dental appointments shall be recorded on a separate accounting code. It is understood, however, that all such absences shall be included for purposes of revieving an employee's absentee record.

13.03 SICK PAY CREDITS

Sick pay credits shall be as follows:

Length of Service	Sick Leave Credit
1 month but less than 3 months	100% of income for 1 week
3 months but less than 1 year	100% of income for 2 weeks 66 2/3% of income for 13 weeks
1 year but less than 3 years	100% of income for 4 weeks 66 2/3% of income for 11 weeks
3 years but less than 5 years	100% of income for 6 weeks 66 2/3% of income for 9 weeks
5 years but less than 7 years	100% of income for 8 weeks 66 2/3% of income for 7 weeks
7 years but less than 9 years	100% of income for 10 weeks 66 2/3% of income for 5 weeks
9 years but less than 10 years	100% of income for 12 weeks 66 2/3% of income for 3 weeks
10 years and over	100% of income for 15 weeks

13.04 NORMAL REQUIREMENTS TO QUALIFY

To qualify for paid Short Term Sick Leave an employee:

(a) must make every effort to ensure that his or her supervisor is notified at the commencement of illness. The employee shall, if possible, indicate the nature of such illness.

AND

(b) must, if the absence for sickness exceeds two (2) days, submit a doctor's certificate to support such absence. The certificate must be submitted within seven (7) days of the commencement of absence.

13.05 EXCEPTIONAL REQUIREMENTS TO QUALIFY

13.05 a) When a review reveals abnormal use of Short Term Sick Leave and/or a pattern of absences the employee concerned will be interviewed and may be required to undergo a medical examination. The Commission may with due regard to its findings, determine that section 13.04 (Normal Requirements to Qualify) are no longer appropriate and notify the employee accordingly. In such cases, to qualify for paid Short Term Sick Leave the employee:

i) must ensure that his or her supervisor is notified at the commencement of illness. The employee shall, if possible, indicate the nature of such illness.

AND

ii) must, on return to work, complete and sign in the presence of his or her supervisor, or the supervisor's delegate, a Short Term Sick Leave Report Form in respect to each absence.

iii) must, if requested by the Commission, submit a doctor's certificate to support each sickness submitted within seven (7) days of the commencement of absence.

iv) Should abnormal use of Short Term Sick Leave and/or a pattern of absences cease for a period of six months, the normal requirement to qualify will be re-instated.

v) Should abnormal use of Short Term Sick Leave and/or a pattern of absences continue, the case will be referred to the appropriate Head Office authority for further review. Prior to any action taking place, the case will be fully discussed with the Union. The employee shall retain the right to grieve.

13.05 b) It is agreed that the above Short Term Sick Leave Policy is related to Long Term Salary Continuance and becomes null and void when such Long Term Salary Continuance is discontinued.

c) Because of a possible cancellation of the Short Term Sickness and Long Term Salary Continuance plan, the Commission agrees to maintain records of sick leave accumulation (1¼ days per month) and of sick leave use. These records will be implemented if and when the L.T.D. Policy is terminated.

13.06 LONG TERM SICK LEAVE

13.06 a) Long Term Sick Leave shall be in accordance with the "Long Term Income Continuance" plan in effect throughout the Commission.

b) Notwithstanding the above, if a dramatic increase in rates takes place discussions will be held with the various groups relative to terminating the plan.

c) The Commission will maintain Dental, and Group Life Insurance coverage for employees who are on Long Term Disability and Superannuation payments will be made, where applicable, by the Insurance Company and the Commission.

13.07 SPECIAL SICK LEAVE

13.07 a) Employees shall be granted a special absence of five (5) consecutive days, including the day of the funeral, (non-working days included) with no loss of pay owing to the death of a Spouse, Son/Daughter.

b) The employee shall be granted a special absence of three (3) consecutive days including the day of the funeral (non-working days included) with no loss in pay owing to the death of a Father, Mother, Brother, Sister, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law or other relative living in the household of the employee.

c) Owing to location or other special circumstances, additional time not exceeding three days may be granted at the discretion of the Commission.

d) One day's special leave with no loss in pay will be granted for the workday on which an employee attends the funeral of the employee's Grandfather, Grandmother. If, due to location, time in excess of one day is required, up to two days additional leave with no loss in pay will be granted.

e) Nothing in this Article should be interpreted to mean that time off granted due to the death of a relative, as defined, will be deducted from sick leave credits.

f) An additional one day will be granted for the interment of the above noted relatives.

13.08 MATERNITY LEAVE

13.08 a) GENERAL

Subject to the terms and conditions below, Maternity Leave shall be granted to female employees to permit adequate pre-natal care and recovery after childbirth.

b) REQUIREMENTS TO QUALIFY

To qualify for Maternity Leave, an employee must:-

i) have completed twelve (12) consecutive months of employment with the Commission.

ii) notify her Division Manager of her pregnancy at least three (3) months prior to the expected termination of the pregnancy.

c) TERM OF SICK LEAVE

i) Maternity Leave may be for a term of up to seventeen (17) weeks. Subject to section 13.09 the first two (2) weeks of such leave shall be charged as sick leave and qualify for pay in accordance with available sick leave credits. The remaining leave shall be non-paid time.

ii) An employee on Maternity Leave may elect to extend her leave for a period of up to 8 weeks. This extension will be unpaid leave and will not qualify for "top up" under the Supplementary Unemployment Benefit Plan referred to in Article 13.09. It is understood by the parties that an employee electing to extend her Maternity Leave would qualify for Unemployment Insurance Benefits under proposed changes to the Unemployment Insurance Act respecting parental leave.

iii) Leave shall commence not later than the end of the seventh month of pregnancy unless the employee submits a certificate from a qualified medical practitioner stating that her health will permit deferment of Maternity Leave to a later and specified date.

iv) Notwithstanding the above, the Division Manager may direct an employee, who is pregnant, to proceed on Maternity Leave at any time when a significant drop in job performance and/or an abnormal loss of time on the part of the employee is detected.

d) BENEFITS DURING LEAVE

i) Medical, Dental, Group Life Insurance and L.T.D. premiums will be paid by the Commission on behalf of the employee during the period of non-paid Maternity Leave.

ii) An employee shall not accumulate vacation or Short Term Sick Leave credits while on Maternity Leave.

13.08 e) RETURN TO DUTY

i) Three weeks prior to the return date for return to duty, the employee will notify her supervisor of her intention regarding return.

ii) As a condition of return to duty and prior to terminating her Maternity Leave, the employee must submit a Doctor's Certificate to her Division Manager stating that her health will not be impaired by her return to duty.

iii) On return to duty the employee will be placed in her former position or a comparable position within the same general work location with not less than the same basic wages and benefits.

iv) Following return to duty, the employee will reimburse the Commission the full amount of benefit premiums normally paid by her that had been paid on her behalf during Maternity Leave through double normal payroll deductions. The employee may also elect to purchase Provincial Superannuation benefits to cover her absence on Maternity Leave.

f) FAILURE TO RETURN TO DUTY

i) Should an employee not return to work in the time specified in sub-section 13.08 c) above, her employment with the Commission shall be deemed to have terminated.

ii) In such cases, she shall reimburse the Commission the full amount of benefit premiums paid on her behalf during Maternity Leave and the full amount of pay charged as sick leave at the commencement of leave.

13.09 SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

The Commission agrees to apply to the Canada Employment and Immigration Commission for reneval of a Supplementary Unemployment Benefit Plan which would provide for a top up of Unemployment Benefits to 93% of normal wages. Should the Plan be reneved, an employee going on Maternity Leave may elect to participate in the Plan upon the terms and conditions of the Plan as approved. See Appendix "B" for terms and conditions of the Plan.

13.10 ADOPTION LEAVE

Leave of absence without pay shall be granted to one parent upon the adoption of a pre school child to a maximum of seventeen (17) weeks. All benefits provided for under "Maternity Leave" will apply with the exception Short Term Sick Benefits will not be provided for the first two (2) weeks and the eight (8) weeks extension will not be granted.

13.11 and 13.12 not used.

13.13 PATERNITY LEAVE

Leave of absence of one day with pay will be granted to male employees on the occasion of the birth or adoption of his child.

A R T I C L E XIV

EMPLOYEES BENEFITS

14.01 MEDICAL DENTAL COVERAGE

14.01 a) The Policy in effect throughout the Commission shall apply in respect to coverage for medical/dental as follows:

i) Medical - The Confederation Life Insurance Co.

ii) Dental - Blue Cross of the Maritime Hospital Services Association

b) Or such other plan as may be substituted therefore covering regular and temporary employees.

c) During the life of this Agreement there will be no increase in cost to the employee for the above coverage unless otherwise mutually agreed.

d) The Commission agrees to provide Confederation Life, Group Travel Plan at no cost to the employee.

14.02 INJURED ON DUTY

14.02 a) An employee receiving Compensation Benefits under the Workmen's Compensation Act for injury on the job shall receive the difference between his or her regular pay and the total amount that is received from the Worker's Compensation Board and any other Government pension plan or Government compensation related to the injury during the employee's period of total temporary disability. It must be clear this does not apply to permanent, total or partial disability.

14.02 b) In the case of casual and temporary employees, the employer's contribution will only continue for the period of intended employment and in no case longer than one month.

c) The absence of an employee who is receiving Compensation Benefits under the Workmen's Compensation Act shall not be charged against the employee's sick leave credits or vacation credits.

14.03 The undermentioned benefit shall be in accordance with Commission Policy:

Group Life Insurance

14.04 PENSION

All benefits, privileges, and rights to pension will be under the provisions of the Superannuation Act.

14.05 RETIREMENT ALLOWANCE

When an employee having continuous service of five years or more retires due to disability, death or age, the Commission shall pay such an employee or his beneficiary a retirement allowance equal to five day's pay for each full year of service but not exceeding six month's pay, which shall be paid in a lump sum upon retirement at the employee's regular rate of pay.

14.06 CASUAL AND TEMPORARY EMPLOYEES

Notwithstanding anything contained in other Articles of this Agreement,

14.06 a) Casual remployees covered by this Agreement shall be entitled to all rights and benefits except Blue Cross, Group Life Insurance and Moving Allovance and are paid on an hourly basis on a presented payroll.

b) Temporary employees covered by this Agreement shall be entitled to all rights and benefits except Moving Allovance and to Group Life Insurance only after twelve (12) months continuous service.

c) Casual and temporary employees will have no seniority rights outside their plant, district or immediate work area.

14.07 REIMBURSEMENT FOR MEDICAL EXAMINATION AND TRADE LICENSE

When it is required by the Commission and related to the employment the following costs will be reimbursed to the employee:

14.07 a) The cost of medical examination required for the procurement or the reneval of a class one driver's license.

b) The annual reneval cost of trade certification license.

ARTICLE XV

HOLIDAYS

15.01 Paid holidays shall be as follovs: Nev Year's Day, Good Friday, Easter Monday, Queen's Birthday, Dominion Day, Nev Brunswick Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, or days that are celebrated as such: also any other day proclaimed by an appropriate Federal or Provincial Government authority.

15.02 a) Statutory holidays shall be paid for the day on which they are celebrated with the exception that for shift workers, Christmas Day shall be paid on December 25.

b) Statutory holidays will be paid for the day on which they are celebrated with the exception of Christmas Day which shall be paid on December 25 and when an employee is required to work Christmas Day during his normal shift cycle, he shall be paid one day's pay at straight time in addition to his normal vages.

ARTICLE XVI

16.00 **VACATION**

16.01 a) Entitlement For Employees Working a 40 Hour Work Week

i) Employees shall receive 80 hours of annual vacation with pay after 1 year of continuous service and 120 hours of annual vacation with pay after 2 years of service.

ii) All employees shall receive 160 hours annual vacation with pay after nine (9) years of continuous service.

iii) All employees shall receive 200 hours annual vacation with pay after tventy (20) years of continuous service.

b) Vacation entitlement for the calendar year in which an employee's entitlement reaches one hundred and tventy (120) hours shall be calculated by crediting the employee with 6.6 hours per month for that part of the year before the one hundred and tventy (120) hours entitlement vas realized, and 10 hours per month for the remainder of the year. Vacation entitlement for the year in which an employee's service exceed nine (9) years shall be calculated in a similar fashion using credits at the rate of 10 and 13.3 hours per month respectively, and vacation entitlement for the year in which an employee's service exceeds tventy (20) years shall be calculated in a similar fashion using credits at the rate of 13.3 and 16.6 hours per month respectively.

16.01 c) **ENTITLEMENT FOR EMPLOYEES WORKING 36¼ HOUR WEEK**

The entitlements provided at section 16.01 a) will be adjusted proportionally for employees normally scheduled to work a 36¼ hour work week:

40 hour work week		36¼ hour work week
80 hours	=	72 1/2 hours
120 hours	=	108 3/4 hours
160 hours	=	145 hours
200 hours	=	181 1/4 hours

d) Vacation credits for an employee normally scheduled to work 36¼ hour work week will be calculated in the same fashion as in section 16.01 b) but will be proportionally adjusted as follows:

40 hour work week		36¼ hour work week
6.6 hours	=	6.0 hours per month
10	=	9.1 hours per month
13.3 hours	=	12.0 hours per month
16.6 hours	=	15.1 hours per month

16.02 **VACATION CARRYOVER**

As per Commission Policy.

16.03 **VACATION SUPPLEMENT**

16.03 a) In the year where an employee reaches 25 years of service, he will be entitled to one additional week of vacation for that year.

b) The week is defined as 36¼ hours or 40 hours according to the normal work week of the employee.

ARTICLE XVII

SERVICE AND SENIORITY

17.01 a) Length of continuous employment by the Commission shall be known as service.

b) Length of employment in job classification shall be known as seniority. In trade classifications minimum apprenticeship time will be included in calculating seniority. However, in the case of temporary employees working for high-line construction, in the line trades (i.e.: Apprentice, Certified "A" Lineman, Lead Lineman) and in the Electrical Trade (i.e.: Apprentice, Electrician "A", Lead Electrician), seniority shall be time spent in the trade during the most recent period of employment.

17.02 Employees transferring from the bargaining unit may, within six months, be able to transfer back to the bargaining unit to their former position and without loss of seniority.

17.03 Selection of employees for promotion, demotion or furloughing because of reduction in forces, shall be based upon ability and seniority in latest appointment. When all other factors are equal, length of service shall govern. However, appointments in trade classifications up to and including Lineman "A" Certified Lineman 1st Class, Electrician "A", Fitter I, Switchboard Operator "A" and Turbine Operator "A" shall be based on seniority.

17.04 When the Commission is hiring employees, consideration shall be given to former Union employees according to previous length of service providing:

17.04 a) such employees have had six months previous service in the area or work headquarters and did not resign or were not discharged for cause.

b) less than twelve months have elapsed since the end of the service referred to in (a) above.

c) such employees have notified the Commission in writing of their desire to be recalled and have kept the Commission informed of change of address. A form letter will be provided for this purpose.

d) such employees have, in the opinion of the Commission, the necessary qualifications in the trade.

17.05 a) Regular employees with eight (8) years continuous service and who have been continuously employed since, shall not be laid off solely due to reduction in forces.

17.05 b) Casual and temporary employees will have no seniority rights outside their plant, district or immediate work area.

17.06 An employee, covered by this Agreement, who has been continuously employed for six (6) months, shall be given 5 days notice prior to lay off.

17.07 JOB BIDS

17.07 a) The Commission agrees to make every effort to hold an internal bid for vacancies in Appendix "A" positions, other than for those in entry level classifications. It is understood, however, that there is no requirement under this clause that the Commission fill vacancies in Appendix "A" positions through the internal bid process.

b) When a new job is created, or a job vacancy occurs, that falls within the scope of this Agreement and it is opened for bid, the Bid Notice shall be posted for a period of 15 working days and a copy shall be sent to the Union.

c) The Job Bid Notice shall contain the following:

Job Title
Salary
Location
Particular Job Requirements
Job Description Number if one exists
Duties of the Position
Essential Qualifications
Desired Qualifications

17.08 a) Except as stated elsewhere in this Agreement, appointment to bid positions will be made to the applicant who possesses ability and qualifications as outlined, and if two or more applicants possess the dame ability and qualifications then the appointment will be by seniority if within a trade and by length of service if seniority is identical or if the job is in the non-trades group.

b) The undermentioned benefit shall be in accordance with Commission Policy: Moving costs for promotion and job bids.

c) Employees who are successful and who are bidding for location where no promotion results, will be required to pay the costs of moving.

17.09 a) When a candidate has been selected, he and all unsuccessful candidates will be advised by letter within seven (7) calendar days, and the Union will be advised.

b) Appointment will be on a trial basis for 6 months. If the employee proves unsatisfactory in the new position the Commission will make every effort to place him in his former

position or a position equal to his former position.

17.09 c) An employee who is successful on a bid and who turns down the job offer for other than compassionate reasons may not be considered for a bid for a period of 12 months.

d) Any employee who is on the "on call roster" must live within a radius of twenty five (25) kilometers from his Headquarters, and Customer Servicemen must live in the community they serve.

e) No restriction will be placed upon any employee in regard to his place of residence who is not on the "on call" roster.

f) Effective on date of signing, the residency rule referred to in 17.09 d) will be waived for outlying journeymen on all bids for bargaining unit positions where it will not adversely affect the "On Call Roster". It is understood that this provision applies only to the current group of outlying tradesmen (line trades) who reside beyond the residency limit.

17.10 Employees who wish for compassionate reasons to be considered for positions which may be filled by means other than the bid process should write the Employment Office of the Commission and consideration will be given to these employees when appointments are being made.

17.11 JOB DESCRIPTIONS

The Commission will provide the Union with job descriptions related to this bargaining unit and when changes are made, such changes will be made after meaningful consultation with the bargaining unit, and copies will be supplied.

17.12 NUCLEAR OPERATIONS GROUP

Both parties recognize that this group is certified under Local 2309, I.B.E.W. However, both parties are desirous of providing opportunities for training advancement, assignment and regrading of Commission employees.

17.12 a) Permanent Transfer or Temporary Assignments to the Nuclear Operations Group other than Apprentices or Trainees will be on a voluntary basis.

b) Local 1733 Members transferring to the Nuclear Operations Group may return to their previous position in accordance with this Article.

c) Permanent Transfers from the Nuclear Operations Group other than Apprentices or Trainees will not result in layoff of Local 1733 personnel.

d) Permanent Transfers from the Nuclear Operations Group fo medical reasons shall be regraded in accordance with Commission Policy.

ARTICLE XVIII

SAFETY

18.01 GENERAL

18.01 a) An employee working alone shall have the right to call for an additional man when he encounters work that he feels would be hazardous if attempted alone.

b) No employee shall work alone on any line or equipment that is alive with over 347 volts phase to ground except for the purpose of replacing fuses or operating switches.

c) Insofar as possible, the Safety Rules and Operating Regulations of the Commission shall be followed.

d) No employee shall be required to do any unsafe work. Unsafe conditions must be brought to the attention of the foreman or supervisor for investigation and correction.

e) Boilers under pressure may be lanced with air, steam or a solid bar. When a solid bar is used it will be used for prying only.

18.02 JOINT SAFETY ADVISORY COMMITTEE

18.02 a) A Joint Safety Advisory Committee has been established. The Committee consists of four (4) Union and four (4) Management representatives.

b) The function of the Committee is to discuss matters relative to safety and to develop recommendations. The Committee meets at approximately three month intervals.

18.03 RESPONSE BY LINEMEN TO TROUBLE CALLS OUTSIDE NORMAL WORKING HOURS

Lineman are expected to investigate trouble calls alone when the initial report does not obviously indicate to the Lineman a need for two men. On arrival at the trouble spot, the Lineman is authorized to call for help if there is a safety problem or if he is unable to correct the problem alone. Notwithstanding the above, two Linemen may respond under the following conditions:

18.03 (a) When switches or fuses are in remote, off road locations or when fuse replacement would be hazardous due to the proximity of additional primary circuits or electrical apparatus.

(b) When a storm is in progress in the area.

(c) When road conditions to the trouble site are icy, or obstructed by snov, by mud or by a washout.

(d) When there is a potential exposure to unknown hazards from the public such as call outs on Halloween night.

(e) When radio communications are disrupted.

(f) When the trouble report indicates a broken pole; that primary wires are down; that trees are on a line or that a patrol is required of the primary system.

18.04 TOOLS AND CLOTHING

18.04 a) Work gloves and one-fingered mitts will be issued to employees working outside on an exchange basis.

b) Meter Readers shall be supplied with clothing as provided in S.A.P. 2117.

c) The Commission shall provide protective clothing to employees spraying Transmission Right-of-Ways with chemical spray.

d) The Commission shall provide, once yearly, one pair of bib overalls or coveralls to employees included in Appendix "A" classifications in Line Trades, Maintenance Trades, Helpers, Equipment Operators; and as well to Climbers, Lead Pole Hand, Pole Handler, Pole Setter. Employees in the above classifications shall also receive an initial issue of lined coveralls. When coveralls or overalls are destroyed on the job as a result of work in boilers, welding, on creosoted poles, etc., the employee will turn in the old pair and the supervisor will arrange for replacement. In addition Detailers, Stakers, Operators, Utilitymen and Storemen will be provided an initial issue of overalls or coveralls and subsequent issue when necessary on an exchange basis.

e) All employees required by legislation or NB Power Safety rules to wear safety footwear shall receive an annual footwear allowance in the amount of $75.00. In the case of linevorkers they shall receive an annual amount of $100.00. This allowance shall be payable on or about June 1 of each year.

18.04 f) The Commission shall decide what tools are required for the job and shall supply or make them available and shall replace such of these tools as in its judgement, become obsolete or worn out. Each employee shall be responsible for tools assigned to him.

g) Rubber Gloves and rubber mitts shall be tested accordingly to present regulations which read as follows:

Before using gloves an air test must be carried out. The glove is rolled up tightly--if air escapes the glove is not to be used and should be turned in for test. Rubber gloves are to forwarded for periodic tests at least every six (6) months. Should a Lineman feel that his gloves need to be tested more often, they should be forwarded for retest. Canvas carriers for gloves have been issued. These carriers are to be kept in good condition. Gloves should not be stored with tools and equipment. A special place on the truck should be reserved for that purpose. It is the responsibility of the supervisor and foremen to see that the above instructions are followed at all times. The superintendent should inspect these gloves periodically.

18.05 INCLEMENT WEATHER

When no emergency exists and in the opinion of the Supervisor the temperature or combination of temperature and wind is unduly severe, linemen will not be required to climb, nor will meter readers be required to perform their normal duties. In such circumstances affected employees will be assigned other duties.

ARTICLE XIX

USE OF TOOLS BY SUPERVISORS

19.01 Supervisors will not use tools of the trade to do work normally done by tradesmen except in emergencies, for training or because the supervisors special skills are required.

However, because small line crews would be rendered ineffective by unplanned for absenteeism, supervisors may work with the tools for the first day of such absenteeism.

Driving vehicles will not be considered using the tools of the trade providing such action does not result in a regular truck driver being displaced or deprived of overtime.

ARTICLE XX

GRIEVANCE PROCEDURES

20.01 Where an employee alleges that the Employer has violated any provision of this Agreement, the following procedure shall apply:

Step One: Within ten working days after the alleged grievance has arisen, the employee may present his grievance in writing on the form approved by the Public Service Labour Relations Board to the person designated by the Employer as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within five working days from the date on which he presented his grievance to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

Step Two: Within five working days from the expiration of the five day period referred to in Step One, the employee may present his grievance in writing either by personal service or by mailing by registered mail to the person designated by the employer as the second level in the grievance procedure. If the employee does not receive a reply or satisfactory settlement of his grievance from the person designated by the Employer as the second level in the grievance process within eight working days from the date on which he presented his grievance at the second level, the employee may proceed to Step Three.

Step Three: Within five working days from the expiration of the eight day period referred to in Step Two, the employee may present his grievance in writing by mailing it by registered mail to the President of the New Brunswick Electric Power Commission or his designate. Copies of correspondence and grievances presented at Steps One and Two, and replies by persons designated by the employer under Steps One and Two must accompany the Grievance, when it is presented to the President of the New Brunswick Electric Power Commission or his designate. The President of the New Brunswick Power Commission or his designate shall reply in writing to the employee within ten working days from the date the grievance was presented to him. If the employee does not receive a reply or satisfactory settlement of his grievance from the President of the New Brunswick Electric Power Commission or his designate, the employee may refer his grievance to Adjudication.

20.02 In any case where the employee presents his grievance in person or in any case in which a hearing is held on a grievance at any level, the employee shall be accompanied by a representative of the Union.

20.03 a) In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.

b) Time limits specified in this Article may be extended by Agreement between the parties in writing.

20.04 When seeking to enforce an obligation of this Agreement, the enforcement of which is not the subject of a grievance of an employee, the Union shall refer the matter in writing to the third level of grievance.

20.05 Notwithstanding the foregoing, when an employee's grievance relates to disciplinary action resulting in discharge, suspension, or financial penalty it may be referred directly to the second level within five (5) days after the alleged grievance has arisen. When requested by either party, a meeting will be held between Union and Management representatives prior to the second level reply. Time limits shall be extended to accommodate this meeting.

20.06 When an employee is discharged he may if a Shop Steward is readily available on the premises, interview briefly with the Shop Steward before leaving the premises.

ARTICLE XXI

ADJUDICATION

21.01 The provisions of the Public Service Labour Relations Act and Regulations, including Article 92 of the Act governing the adjudication of grievances shall apply to grievances lodged under the terms of this Agreement.

ARTICLE XXII

RULES, REGULATIONS, AND POLICIES

22.01 a) The members of the Union shall observe all Commission rules, regulations and policies presently in force, or issued from time to time, and the Union agrees to support their observation provided that such rules, regulations and policies do not contravene the provisions of this Agreement.

b) The Business Manager will be provided copies of newly issued or changes to existing local rules affecting members of the bargaining unit.

c) The appointed Union representatives on site shall be advised of newly issued or changes to existing local rules affecting members of the bargaining unit.

ARTICLE XXIII

RETROACTIVITY

23.01 It is mutually understood and agreed that the provision in the Collective Agreement, being signed by the parties this day, stating that the Agreement is to be in effect for the term January 1, 1990, to December 31, 1991, is intended to provide continuity in the relations between the parties and retroactive effect, for the period January 1, 1990, to execution of this Agreement, is to be given only to the following item under the Agreement:

WAGES: Retroactive payment to be equivalent to the appropriate rate increase applied to basic and overtime wages paid, under the terms of the Agreement previously in force, between January 1, 1990 and the execution of this Agreement.

ARTICLE XXIV

DURATION

24.01 a) This Agreement shall be in effect for the term from January 01, 1990 to December 31, 1991 and shall be automatically reneved thereafter for successive periods of twelve months unless either party requires the other party to commence collective bargaining by written notice given within the period of two months before the Agreement ceases to operate.

b) Where notice to bargain collectively has been given, the Union and the officers designated to represent the employer shall, without delay, but in any case within twenty days after the notice was given or within such further time as the parties agree, meet and commence to bargain collectively and in good faith and make every reasonable effort to conclude a Collective Agreement.

c) Unless otherwise agreed between the parties collective bargaining shall not continue for a period exceeding forty-five days from the commencement thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 1990.

THE NEW BRUNSWICK ELECTRIC POWER COMMISSION

RAYBURN D. DOUCETT
CHAIRMAN

PETER J. DYKEMAN, Q.C.
SECRETARY

LOCAL UNION 1733, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Clinton Sharpe
PRESIDENT

JOHN LAYTON
SECRETARY

LARRY CALHOUN
BUSINESS MANAGER/FINANCIAL SECRETARY

APPENDIX "A"

Salaries for Qualified Appointees Continued

	RATE	
	JANUARY 1, 1990	JANUARY 1, 1991
LINE TRADES		
Serviceman "A" (SEA0)	17.95	19.12
Serviceman A/Lead Lineman (SLM0)	17.95	19.12
Customer Serviceman (CSM0)	17.95	19.12
Lineman 1st Class Year 1 (LI11)	16.36	17.43
Lineman 1st Class Year 2 (LI12)	16.96	18.07
Lead Lineman (LE00)	17.95	19.12
* Lineman "A" (LAC0)	15.37	16.38
Lineman "A" Certified Year 1 (LAC1)	16.10	17.15
Lineman "A" Certified Year 2 (LAC2)	16.68	17.77
Groundman (GRM0)	11.47	12.22
Transmission Line Inspector (TL10)	16.68	17.77
LINE SUPPORT		
Staker/Detailer I (SD10)	17.31	18.44
Staker/Detailer II (SD20)	18.57	19.78
Patrolman II (PM20)	14.45	15.40
Patrolman I (PM10)	13.67	14.57
Meter Changer (MCH0)	12.82	13.66
Climber (CLI0)	12.57	13.39
Lead Pole Hand (LPH0)	13.99	14.91
Pole Handler (PHA0)	11.98	12.77
Pole Setter (PSE0)	11.47	12.22
Water Heater Repairman (WHR0)	13.37	14.25
MAINTENANCE TRADES		
Fitter I - Welder (FIW0)	17.25	18.38
Welder (WLD0)	16.96	18.07
Fitter I Year 1 (FI11)	16.36	17.43
Fitter I Year 2 (FI12)	16.96	18.07
* Fitter II (FI20)	14.50	15.45
Lead Electrician (LEL0)	17.95	19.12
Electrical Maintenance "A" Year 1 (EMA1)	16.36	17.43
Electrical Maintenance "A" Year 2 (EMA2)	16.96	18.07
Utility Tradesman (Plant) (UTP0)	16.96	18.07
Repair Shop Mechanic (RSM0)	17.30	18.43
Maintenance Planner (MTP0)	17.95	19.12
Electrician/Electronic I (EE10)	17.39	18.53
Electrician/Electronic II (EE20)	17.81	18.97

APPENDIX "A"

Salaries for Qualified Appointees Continued

	RATE	
	JANUARY 1, 1990	JANUARY 1, 1991
OPERATORS		
Sr. Thermal Operator (ST01)	20.14	22.10
Turbine Engineer (TEA0)	18.61	19.83
Fireman "A" Lic. 2nd Class Year 1 (FA21)	16.98	18.09
Fireman "A" Lic. 2nd Class Year 2 (FA22)	17.57	18.72
* Fireman "A" Lic. 3rd Class (FA30)	16.70	17.79
River Control Operator (RCO0)	19.55	20.83
Leading Operator "A" (LEA0)	18.61	19.83
Leading Operator "B" (LEB0)	17.57	18.72
Switchboard Operator "A" Year 1 (SWA1)	16.11	17.16
Switchboard Operator "A" Year 2 (SWA2)	16.70	17.79
Diesel Operator (DOP0)	14.62	15.58
HELPERS		
Fireman's Helper (HF)	12.66	13.49
Fitter's Helper (HFT0)	12.40	13.21
* Electrician's Helper (HEL0)	12.14	12.94
* Driller's Helper (HDR0)	10.91	11.63

APPENDIX "A"

Salaries for Qualified Appointees Continued

	RATE	
	JANUARY 1, 1990	JANUARY 1, 1991
SURVEY		
Head Chainman (HCH0)	11.99	12.78
Rear Chainman (RCH0)	11.26	12.00
Rodman (RDM0)	10.98	11.70
Picketman (PCM0)	10.91	11.63
EQUIPMENT OPERATORS		
Equipment Operator I (EO10)	12.02	12.81
Equipment Operator II (EO20)	12.79	13.63
Equipment Operator III (EO30)	13.45	14.33
OTHER CLASSIFICATIONS		
Utilityman (UTM0)	11.98	12.77
Storeman (STM0)	14.59	15.54
Tool Crib Attendant (TCA0)	12.49	13.31
Meter Reader, Year 1 (MRE1)	11.98	12.77
Meter Reader, Year 2 (MRE2)	12.57	13.39
Meter Reader, Year 3 (MRE3)	13.43	14.31
Cleaner (Head Office) (CLH0)	11.64	12.40
Janitor (JAN0)	10.98	11.70
Cleaner (Plant) (CLP0)	10.68	11.38
Security Guide (SEG0)	11.48	12.23
Gateman (GAM0)	11.98	12.77
Boilerman (BOM0)	12.99	13.84
Carpenter (CAR0)	12.72	13.55
Utility Tradesman (Service Centre)(UTS0)	14.91	15.89
Remote Plant Attendant (RPA0)	12.66	13.49
Labourer Year 1 (LAB1)	9.91	10.56
Labourer Year 2 (LAB2)	10.42	11.10
Labourer Year 3 (LAB3)	10.95	11.67
Coal Handler I (CH10)	11.54	12.30
Coal Handler II (CH20)	13.45	14.33

NOTE: * No further appointments will be made in classification so marked.

APPENDIX "A"

Salaries for Qualified Appointees Hired After January 1, 1985

New Apprenticeship Pay Scale

	RATE	
	JANUARY 1, 1990	JANUARY 1, 1991
Apprenticeship directed to:		
Fitter I, Electrical Maintenance "A", Lineman I		
1st 6 months	8.86	9.44
2nd 6 months	9.54	10.17
3rd 6 months	10.24	10.91
4th 6 months	10.97	11.69
5th 6 months	12.36	13.17
6th 6 months	13.11	13.97
7th 6 months	13.77	14.67
8th 6 months	14.50	15.45
Apprenticeship directed to:		
Fireman "A" 2nd Class License		
1st 6 months	9.33	9.94
2nd 6 months	10.03	10.69
3rd 6 months	10.76	11.47
4th 6 months	11.48	12.23
5th 6 months	12.90	13.75
6th 6 months	13.63	14.52
7th 6 months	14.36	15.30
8th 6 months	15.08	16.07
Apprenticeship directed to:		
Lineman "A" Certified		
1st 6 months	8.42	8.97
2nd 6 months	9.42	10.04
3rd 6 months	10.40	11.08
4th 6 months	11.51	12.26
5th 6 months	12.39	13.20
6th 6 months	13.44	14.32
Apprenticeship directed to:		
Switchboard Operator "A"		
1st 6 months	8.81	9.39
2nd 6 months	9.85	10.50
3rd 6 months	10.87	11.58
4th 6 months	11.88	12.66
5th 6 months	12.90	13.75
6th 6 months	13.95	14.86

Salary progression for Apprentices is contingent on acceptable course progress, satisfactory performance and proficiency and attainment of required certificates and licenses.

APPENDIX "A"

Salaries for Qualified Appointees Hired prior to January 1, 1985

New Apprenticeship Pay Scale

	RATE	
	JANUARY 1, 1990	JANUARY 1, 1991
Apprenticeship directed to:		
Fitter I, Electrical Maintenance "A", Lineman I		
1st 6 months	9.31	9.92
2nd 6 months	10.02	10.68
3rd 6 months	10.76	11.47
4th 6 months	11.52	12.28
5th 6 months	12.99	13.84
6th 6 months	13.76	14.66
7th 6 months	14.46	15.41
8th 6 months	15.21	16.21
Apprenticeship directed to:		
Fireman "A" 2nd Class License		
1st 6 months	9.76	10.40
2nd 6 months	10.50	11.19
3rd 6 months	11.26	12.00
4th 6 months	12.01	12.80
5th 6 months	13.51	14.39
6th 6 months	14.29	15.23
7th 6 months	15.05	16.03
8th 6 months	15.79	16.82
Apprenticeship directed to:		
Lineman "A" Certified		
1st 6 months	8.85	9.43
2nd 6 months	9.90	10.55
3rd 6 months	10.92	11.64
4th 6 months	12.09	12.88
5th 6 months	13.03	13.88
6th 6 months	14.10	15.02
Apprenticeship directed to:		
Switchboard Operator "A"		
1st 6 months	9.24	9.85
2nd 6 months	10.32	11.00
3rd 6 months	11.30	12.04
4th 6 months	12.44	13.26
5th 6 months	13.51	14.39
6th 6 months	14.61	15.57

Salary progression for Apprentices is contingent on acceptable course progress, satisfactory performance and proficiency and attainment of required certificates and licenses.

APPENDIX "B"

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB) PLAN
THE NEW BRUNSWICK ELECTRIC POWER COMMISSION

OBJECTIVE:

To supplement the unemployment insurance benefits received by workers for unemployment caused by pregnancy, and the birth of a child (children).

ELIGIBILITY:

All female employees who become pregnant and who have completed twelve consecutive months of employment with NB Power. Employees disentitled or disqualified from receiving Unemployment Insurance benefits are not eligible for Supplementary Unemployment Benefits.

LEVEL OF BENEFITS:

Ninety-three percent (93%) of the employee's normal weekly salary. This represents the total of unemployment insurance gross benefits, the Supplementary Unemployment Benefits and other earnings. Employees do not have a right to SUB payments except for supplementation of UI benefits for the unemployment period of 15 weeks. Where an employee is subject to a waiting period of two weeks before receiving Unemployment Insurance maternity benefits, she will not receive SUB during that time.

FINANCING:

SUB payments will be financed out of the employer's current revenue. A separate accounting will be kept on SUB payments.

DURATION:

From July 1, 1989 to June 30, 1991.

EMPLOYEE REQUIREMENTS:

Employees must apply for unemployment insurance before SUB becomes payable. An employee must provide NB Power with proof that she is getting UI benefits by submitting her first benefit stub to NB Power. For subsequent verification of receipt of UI benefits, CEIC will provide NB Power with computer print-outs. NB Power's Revenue Canada Taxation number is XAT007177. Employees will not have any vested interest in the plan except to receive payments for the covered unemployment periods. Employees will agree in writing to return to work for at least six months after maternity leave; failure to do so will result in forfeiture of all monies paid under the SUB plan. NB Power will advise CEIC of any changes to an approved plan within thirty (30) days of the effective date of change.

LIST OF LETTERS OF AGREEMENT BETWEEN N.B. POWER AND I.B.E.W. LOCAL 1733

LETTER CONCERNING SECONDARY OVERTIME ASSIGNMENTS,

LETTER CONCERNING JOINTLY FUNDED TRAINING PROGRAM,

LETTER CONCERNING THE EMPLOYEE ASSISTANCE PROGRAM,

LETTER CONCERNING TRAVEL ALLOWANCE FOR CONSTRUCTION & MAINTENANCE,

LETTER CONCERNING TRAVEL ALLOWANCE FOR TRAINING (LINEMAN APPRENTICESHIP),

LETTER CONCERNING ELECTRICAL MAINT. "A" / ELECTRICIAN-ELECTRONIC,

LETTERS CONCERNING HOURS OF WORK:

- 12 hour shift schedule for shift workers at Coleson Cove,
- 12 hour shift schedule for shift workers at Courtenay Bay,
- 12 hour shift schedule for shift workers at Mactaquac,
- 10 hour work day, 4 day week for distribution southern districts,
- 10 hour work day, 4 day week for Construction & Maintenance Division,
- Variation of work day for non-shift workers Courtenay Bay.